9/14/10 9:08:13 DK C BK 16 PG 757 DESOTO COUNTY, MS W-E. DAVIS, CH CLERK

Prepared by:

(Pa)

Harris Jernigan & Geno, PLLC Attn: Clyde X. Copeland, III, Esq. 587 Highland Colony Parkway Post Office Box 3380 Ridgeland, MS 39158-3380 (601) 427-0048

9/14/10 9: 10: 14 435 DK L BK 18 PG 607 APP DESOTO COUNTY, MS W.E. DAVIS, CH CLERK

Indexing Instructions:

To the Chancery Clerk of Desoto County, Mississippi: The real property described herein is situated on Bay 8, 9 and 10 of the "Commerce Depot", Town of Hernando, Section 18; Township 3 South; Range 7 West.

This instrument is to be filed in the Construction Lien Book and The *Lis Pendens* Record

NOTICE OF CONSTRUCTION LIEN

STATE OF MISSISSIPPI COUNTY OF DESOTO

Notice is hereby given that Fulwood Construction Company, LLC, does hereby claim a lien pursuant to <u>West's A.M.C.</u> § 85-7-131 <u>et seq.</u> in the following real property and the improvements located thereon, said property being situated in Desoto County, Mississippi, and being more particularly described as:

Limited to Bay 8, 9 and 10 of the "Commerce Depot" which is described as follows:

Beginning at the southwest corner of Town of Hernando Lot 51 in Section 18; Township 3 South; Range 7 West; thence north 86 degrees 23'20" east 236.39 feet along the north right of way of Commerce Street (50 feet wide) to a point; thence north 4 degrees 54'47" west 119.65 feet along the west right of way of Mt. Pleasant Street (50 feet wide) to a point in the south right of way of the Illinois Central Gulf Rail Road (100 feet wide); thence north 45 degrees 46'37" west 353.12 feet along said railroad right of way to a point on the west line of Town lot 52; thence south 4 degrees 07'04" east 381.37 feet along the west line of said Town lots 51 and 52 to the point of beginning and containing 1.35 acres, more or less. All bearings are magnetic.

The basis of Fulwood Construction Company, LLC's lien claim is the debt contracted and owing Fulwood Construction Company, LLC, from Sam Witt and Danielle Rayborn d/b/a The Spot Sports Bar and Grill, lessee of Depot Properties, LLC, the owner of the subject property. The amount of the lien claim is up to \$13,953.02 as of September 1, 2010, plus interest thereon in the amount of twelve percent (10.0%) per month due on each invoice due and owing on each such invoice for each installment amount, plus the statutory penalty as provided by West's A.M.C. § 87-7-3. The written contract, for an aggregate price between Fulwood Construction Company, LLC, and Sam Witt and Danielle Rayborn d/b/a The Spot Sports Bar and Grill, lessee of lessee

Danielle Rayborn d/b/a The Spot Sports Bar and Grill, lessee of lessee of Depot Properties, LLC, along with all changes orders relevant thereto, on which the debt contracted, due and owing Fulwood Construction Company, LLC, by Sam Witt and Danielle Rayborn d/b/a The Spot Sports Bar and Grill, lessee of Depot Properties, LLC, as owner, is attached hereto as Exhibit AA@ and made a part hereof.

To the best of Fulwood Construction Company, LLC's knowledge, with the exception of Bancorp South Bank, there are no other persons with an interest in the property.

Suit has not yet been filed by Fulwood Construction Company, LLC, and no contract has been filed of record by Fulwood Construction Company, LLC. A true and correct copy of this Notice of Construction Lien has been forwarded to Sam Witt and Danielle Rayborn d/b/a The Spot Sports Bar and Grill, Depot Properties, LLC, and Bancorp South Bank, by certified mail return receipt requested.

This the day of September, 2010.

FULWOOD CONSTRUCTION COMPANY, LLC

TODD FULWOOD, Its MANGING MEMBER

SWORN TO AND SUBSCRIBED before me on this the 3 day of September 2010.

____(_OUNLING_/LOL_A NOTARY PUBLIC

My Commission Expires

1-14-104



AFFIDAVIT TO NOTICE OF CONSTRUCTION LIEN

STATE OF MISSISSIPPI COUNTY OF _/ksoto

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named TODD FULWOOD who acknowledged to and before me that he is the Managing Member of Fulwood Construction Company, LLC, and that the facts set forth in the Notice of Construction Lien are true and correct to the best of his knowledge, information, and belief, and that he executed the Notice of Construction Lien on behalf of Fulwood Construction Company, LLC, being duly authorized to do so and that notice of Fulwood Construction Company, LLC's construction lien will be given by filing a Notice of Construction Lien in the Notice of Construction Lien Book and by mailing a copy to Sam Witt and Danielle Rayborn d/b/a The Spot Sports Bar and Grill, Depot Properties, LLC, and Bancorp South Bank, via certified mail, return receipt requested on the Aday of September, 2010.

Given under my hand and seal this the 3d day of September, 2010.

FULWOOD CONSTRUCTION COMPANY, LLC

TODD FULWOOD, It's MANGING MEMBER

VOULDANDER TO

My Commission Expires

_1-14-14



AIA Document A101" – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Seventeenth day of May in the year Two Thousand Ten (In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Sam Witt / Danielle Rayborn, The Spot

Telephone Number: 901-870-0344 / 901-412-4126

and the Contractor: (Name, legal status, address and other information)

Fulwood Construction Company LLC, Fulwood Construction Company, LLC 5220 Hacks Cross Road Suite A Olive Branch, MS 38654

Telephone Number: 662-890-9306 Fax Number: 662-890-9308

for the following Project: (Name, location and detailed description)

The Spot Hernando, MS Scope of Work: Demo existing walls, ceilings, ductwork, lighting HVAC, Install Square duct work Plumbing, add one fixture per restroom and extend wall Electric, Lights and ceiling fans Pire Protection, 2006 Code Painting, complete Framing, walls, stage(metal) and bar(metal with wood top)

bay BW. AR Stain Floors (spot staining) Add Stain in Addle b. Appliances, Install Labor to install only, no material provided Portable grease trap

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Architect: (Name, legal status, address and other information)

Jerry James / Richard Molenaar, Jerry James / Richard Molenaar 4355 Burnette Place

Memphis TN 38141



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Init

Telephone Number: 901-794-6117 Fax Number: 901-672-8040

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

- THE CONTRACT DOCUMENTS 1
- THE WORK OF THIS CONTRACT 2
- DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION 3
- CONTRACT SUM
- **PAYMENTS** 5
- **DISPUTE RESOLUTION** 6
- TERMINATION OR SUSPENSION 7
- MISCELLANEOUS PROVISIONS
- ENUMERATION OF CONTRACT DOCUMENTS
- INSURANCE AND BONDS 10

THE CONTRACT DOCUMENTS ARTICLE 1

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION § 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated

below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. (Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

N/A

Init.

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Fifty (50) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work)

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Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents (Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bomus payments for early completion of the Work.)

None

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Forty Seven thousand dollars (\$ 47,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

None

§ 4.3 Unit prices, if any: (Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

ltem.

Units and Limitations

Price Per Unit (\$0.00)

§ 4.4 Allowances included in the Contract Sum, if any: (Identify allowance and state exclusions, if any, from the allowance price.)

item

Price

ARTICLE 6 PAYMENTS § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Fifteen (15) days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

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(1062506324) User Notes:

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§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201TM-2007, General Conditions of the Contract for Construction:
- Add that portion of the Contract Sum properly allocable to materials and equipment delivered and .2 suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5.00 %);

Subtract the aggregate of previous payments made by the Owner; and

Subtract amounts, if any, for which the Architect has withheld or null fied a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, .2 any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

 \S 5.1.8 Reduction or limitation of retainage, if any, shall be as follows: (If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

Init

User Notes:

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
 - the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and

a final Certificate for Payment has been issued by the Architect.

§ 5,2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Made upon Use and Occupancy Certificate Issued

ARTICLE 6 DISPUTE RESOLUTION § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

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	(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)
l	Jerry James
ĺ	Telephone Number: 901-382-8044
	§ 6.2 BINDING DISPUTE RESOLUTION For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows: (Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)
	[] Arbitration pursuant to Section 15.4 of AIA Document A201–2007
[[X] Litigation in a court of competent jurisdiction
	[] Other (Specify)
	ARTICLE 7 TERMINATION OR SUSPENSION § 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007. § 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. ARTICLE 8 MISCELLANEOUS PROVISIONS § 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. § 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated
	below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)
	10.00 % monthly
	§ 8.3 The Owner's representative: (Name, address and other information)
	Danielle Rayborn or Sam Witt Same Telephone Number: Same Fax Number: N/A Mobile Number: Same Email Address: N/A
	§ 8.4 The Contractor's representative: (Name, address and other information)
	Van Goodwin

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User Notes: Init.

5220 Hacks Cross Road

Suite A

f

Telephone Number: 662-890-9306 Fax Number: 662-890-9308 Mobile Number: 901-870-6068

Email Address: kgoodwin23@hotmail.com

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document

Title

Date

Pages

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section

Title

Date

Pages

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings exhibit: The Spot, Hernando MS

Number

Title

Date

§ 9.1.6 The Addenda, if any:

Number

Date

Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- AIA Document E201TM-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- Other documents, if any, listed below: .2

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Init.

(List here any additional documents that are intended to form part of the Contract Documents. ALA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document

A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

This Agreement entered into as of the day and year first written above

Sam Witt / Danielle Rayborn, Owners

(Printed name and title)

CONTRACTOR (Signature)

Ken Goodwin, Project Manager

(Printed name and title)

PresideNT Sed Filmore

Additions and Deletions Report for AIA® Document A101™ - 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:55:21 on 05/17/2010.

PAGE 1

AGREEMENT made as of the Seventeenth day of May in the year Two Thousand Ten

Sam Witt / Danielle Rayborn, The Spot

Telephone Number: 901-870-0344 / 901-412-4126

Fulwood Construction Company LLC, Fulwood Construction Company, LLC 5220 Hacks Cross Road Suite A Olive Branch, MS 38654 Telephone Number: 662-890-9306 Fax Number: 662-890-9308

(Name, location and detailed description)

The Spot Hermando, MS Scope of Work: Demo existing walls, ceilings, ductwork, lighting HVAC, Install Square duct work Plumbing, add one fixture per restroom and extend wall Electric, Lights and ceiling fans Fire Protection, 2006 Code Painting complete Framing, walls, stage(metal) and bar(metal with wood top) Stain Floors (spot staining) Appliances, Install Labor to install only, no material provided Portable grease trap

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Jerry James / Richard Molenaar, Jerry James / Richard Molenaar 4355 Burnette Place Memphis TN 38141 Telephone Number: 901-794-6117 Fax Number: 901-672-8040

PAGE 3

N/A

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Fifty (50) days from the date of commencement, or as follows:

PAGE 4

None

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Forty Seven thousand dollars (\$ 47,000.00), subject to additions and deductions as provided in the Contract Documents.

<u>None</u>

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Fifteen (15) days after the Architect receives the Application for Payment.

PAGE 5

Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201TM 2007, General Conditions of the Contract for Construction;

Add that portion of the Contract Sum properly allocable to materials and equipment delivered and .2 suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5.00 %);

Made upon Use and Occupancy Certificate Issued

PAGE 6

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Jerry James

Telephone Number: 901-382-8044

Litigation in a court of competent jurisdiction [X]

10.00 % mouthly

Danielle Rayborn or Sam Witt <u>Same</u> <u>Telephone Number: Same</u> Fax Number: N/A Mobile Number: Same Email Address: N/A

Ken Goodwin 5220 Hacks Cross Road Suite A Olive Branch, MS 38654 Telephone Number: 662-890-9306 Fax Number: 662-890-9308 Mobile Number: 901-870-6068 Email Address: kgoodwin23@hotmail.com

PAGE 7

Title of Drawings exhibit: The Spot, Hernando MS

PAGE 8

Sam Witt / Danielle Rayborn, Owners

Ken Goodwin, Project Manager

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(1962596334)

Certification of Document's Authenticity AIA® Document D401™ - 2003

(Dated)

I, Todd Fulwood, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:55:21 on

05/17/2010 under Order No. 0051260062_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101TM -2007 - Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report. (Signed) (Title)

AIA Document G701™ – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 001	OWNER: ⊠
The Spot 210 East Commerce St.	DATE: 6/1/2010	ARCHITECT: □
Hernando MS 38632		CONTRACTOR: 🛇
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 01	
Fulwood Construction Co., LLC	CONTRACT DATE: 5/17/2010	FIELD:
5220 Hacks Cross Road, Suite A Olive Branch, MS 38654	CONTRACT FOR: General Construction	OTHER:

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Remove plumbing lines, electrical lines, drywall, insulation, and studs of the room known as the "VIP" room.
Complete demolition of that room. Does not include removing cabinets and appliances. This price does refelct the use of an additional dumpster.

The original Contract Sum was \$ 47,000.00
The net change by previously authorized Change Orders \$ 0.00The Contract Sum prior to this Change Order was \$ 47,000.00
The Contract Sum will be increased by this Change Order in the amount of \$ 742.00
The new Contract Sum including this Change Order will be \$ 47,742.00

The Contract Time will be increased by Zero (2) days.

The date of Substantial Completion as of the date of this Change Order therefore is 7/22/2010

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

A2H	Fulwood Construction Co., LLC	The Spot
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
3009 Davies Plantation Rd	5220 Hacks Cross Road Suite A	210 East Commerce St. Hernando, MS
ADDRESS	ADDRESS	ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
Jerry James	Todd Fulwood	Danielle Rayborn / Sam Witt
(Typed name)	(Typed name)	(Typed name)
6/1/2010	6/1/2010	6/1/2010
DATE	DATE	DATE

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PROJECT (Name and address):	CHANGE ORDER NUMBER: 002	OWNER:
The Spot	DATE: 6/11/2010	 -
		ARCHITECT:
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER:	CONTRACTOR;
Fulwood Construction LLC	CONTRACT DATE: 5/17/2010	FIELD:
	CONTRACT FOR: General Construction	-
		OTHER:
so not construct the wall in trout of the te	OWS: d amount attributable to previously execute strooms drawn on the current plans. Do not side of the bar. Construct a 20' wall by 10'	ed Construction Change Directives) construct the
The original Contract Sum was The net change by previously authorized (The Contract Sum prior to this Change Or The Contract Sum will be increased by thi The new Contract Sum including this Cha	der was s Change Order in the amount of	\$ 47,000.00 \$ 742.00 \$ 47,742.00 \$ 1,250.00 \$ 48,992.00
The Contract Time will be increased by Z		
he cost and time have been agre	ot include changes in the Contractich have been authorized by Contraction by both the Owner and persede the Construction Change	struction Change Directive until
OT VALID UNTIL SIGNED BY THE	ARCHITECT, CONTRACTOR AND OWN	NER.
RCHITECT (Firm name)	Fulwood Construction Co, LLC CONTRACTOR (Firm name)	The Spot OWNER (Firm name)
	5220 Hacks Cross Rd. Suite A	210 E Commerce St
DDRESS	ADDRESS	ADDRESS
Y (Signature)	Table 201	
(algnoture)	BY (Signature)	BY (Signature)
Typed name)	Todd Fulwood	Sam Witt
ypeu namej	(Typed name)	(Typed name)
	6/11/2010	6/11/2010



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Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 003	OWNER:
The Spot	DATE: 6/11/2010	ARCHITECT: ⊠
TO COUTD OF OR		<u></u>
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER:	CONTRACTOR: 🖂
Fulwood Construction Co. LLC	CONTRACT DATE: 5/17/2010	FIELD: 🗌
	CONTRACT FOR: General Construction	OTHER:
THE CONTRACT IS CHANGED AS FOLL (Include, where applicable, any undispute Add an additional plumbing in each restro	ed amount attributable to previously executed Constru	uction Change Directives;
The original Contract Sum was		\$ 47,000.00
The net change by previously authorized	Change Orders	\$ 1,992.00
The Contract Sum prior to this Change Order was		\$ 48,992.00
The Contract Sum will be increased by this Change Order in the amount of		\$ 1.800.00
The new Contract Sum including this Change Order will be		\$ 50,792.00
The Contract Time will be increased by fi The date of Substantial Completion as of	ve (5) days. the date of this Change Order therefore is 55 days	
NOTE: This Change Order does n Guaranteed Maximum Price wh	ot include changes in the Contract Sum, nich have been authorized by Construction	Contract Time or

the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Jerry James/ Richard Molenarr ARCHITECT (Firm name) 4355 Burnette Place ADDRESS	Fulwood Construction Co. LLc CONTRACTOR (Firm name) 5220 Hacks Cross Road ADDRESS	The Spot Sports Bar and Grill OWNER (Firm name) 210 East Commerce St. ADDRESS
BY (Signature) Jerry James (Typęd name)	BY (Signature) Todd Fulwood (Typed name)	BY (Signature) Sami Witt (Typed name)
DATE	DATE	DATE

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Change Or	rd	er
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PROJECT (Name and address):	CHANGE ORDER NUMBER: 004		OWNER:
The Spot	DATE: 7/2/2010	Ai	RCHITECT: 🖂
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER:	CON	TRACTOR: 🖂
Fulwood Construction Co. LLC	CONTRACT DATE: 5/17/2010		FIELD:
	CONTRACT FOR: General Construction		OTHER:
THE CONTRACT IS CHANGED AS FOLL			***
(Include, where applicable, any undispute Add entry light near front door, cost cover	d amount attributable to previously execute is wiring for the light. Owners will provide	ed Construction Change Directives) the light.	
The original Contract Sum was		\$	47,000.00
The net change by previously authorized (Change Orders	\$	3,792.00
The Contract Sum prior to this Change Or	der was	\$ <u></u>	50,792.00
The Contract Sum will be increased by the	is Change Order in the amount of	\$	75.00
The new Contract Sum including this Cha	<u>-</u>	*	50,867.00
The Contract Time will be increased by Z	ero (0) days. he date of this Change Order therefore is 5:		
Price which have been authorized by (lude changes in the Contract Sum, Cor Construction Change Directive until the ich case a Change Order is executed to verbally on the job by the owners.	cost and time have been agreed	-upon-by
NOT VALID UNTIL SIGNED BY THE	ARCHITECT, CONTRACTOR AND OW	NER.	
Jerry James / Richard Molenarr	Fulwood Construction Co. LLC	The Spot Sports Bar and Gr	ili
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)	
4355 Burnette Place	5220 Hacks Cross Road	210 E. Commerce St.	
ADDRESS	ADDRESS	ADDRESS	
BY (Signature)	BY (Signature)	BY (Signature)	
Jerry James	Todd Fulwood	Sam Witt	
(Typed name)	(Typed name)	(Typed name)	
DATE			
DATE	DATE	DATE	

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Change -	Ord	er
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PROJECT (Name and address):	CHANGE ORDER NUMBER: 005	OWNER:
The Spot	DATE: 7/13/2010	ARCHITECT: 🛛
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER:	CONTRACTOR: 🖂
Fulwood Construction Co. LLC	CONTRACT DATE: 5/17/2010	FIELD:
	CONTRACT FOR: General Construction	OTHER:
THE CONTRACT IS CHANGED AS FOLLA (Include, where applicable, any undisputed Move walk in cooler and freezer locations lines.	OWS: d amount attributable to previously execute to the other side of the room. This means r	ed Construction Change Directives; elocating power and condensation
The original Contract Sum was The net change by previously authorized C The Contract Sum prior to this Change On The Contract Sum will be increased by thi The new Contract Sum including this Cha	der was s Change Order in the amount of	\$ 47,000.00 \$ 3,867.00 \$ 50,867.00 \$ 1.000.00 \$ 51,867.00
NOTE: This Change Order does not inc Price which have been authorized by C	he date of this Change Order therefore is 5 lude changes in the Contract Sum, Cor Construction Change Directive until the ich case a Change Order is executed to	ntract Time or Guaranteed Maximum
	ARCHITECT, CONTRACTOR AND OW	NER.
Jerry James / Richard Molenarr	Fulwood Construction Co. LLC	The Spot Sports Bar and Grill
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
4355 Burnette Place	5220 Hacks Cross Road	210 E. Commerce St.
ADDRESS	ADDRESS	ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
Jerry James	Todd Fulwood	Sam Witt
(Typed name)	(Typed name)	(Typed name)
DATE	DATE	DATE

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PROJECT (Name and address):	CHANGE ORDER NUMBER: 006	OWNER:
The Spot	DATE: 7/14/2010	ARCHITECT:
TO CONTRACTOR (Name and address):	ADALITEMPIA NEM 1800 EN ILLEMAN.	CONTRACTOR:
Fulwood Construction Co. LLC	ARCHITECT'S PROJECT NUMBER:	·
Parwood Considuction Co. D.C.	CONTRACT DATE: 5/17/2010	FIELD:
	CONTRACT FOR: General Construction	OTHER:
THE CONTRACT IS CHANGED AS FOLL (Include, where applicable, any undispute Install one handsink in the kitchen and on	ed amount attributable to previously execute	d Construction Change Directives)
The original Contract Sum was		\$ 47,000.00
The net change by previously authorized	Change Orders	\$ 4,867.00
The Contract Sum prior to this Change Or	der was	\$ 51,867.00
The Contract Sum will be increased by the The new Contract Sum including this Cha	is Change Order in the amount of	\$ 550.00
•		\$ 52,417.00
The Contract Time will be increased by the date of Substantial Completion as of	wo (2) days. the date of this Change Order therefore is 60) days
both the Owner and Contractor, in who Directive. The Change order was except	ich case a Change Order is executed to uted verbally on the job by the Owner.	cost and time have been agreed upon by supersede the Construction Change
NOT VALID UNTIL SIGNED BY THE	ARCHITECT, CONTRACTOR AND OWN	NER.
Jerry James / Richard Molenarr	Fulwood Construction Co. LLC	The Spot Sports Bar and Grill
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
4355 Burnette Place	5220 Hacks Cross Rd.	210 E. Commerce St.
ADDRESS	ADDRESS	ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
Jerry James	Todd Fulwood	Sam Witt
(Typed name)	(Typed name)	(Typed name)
DATE	DATE	DATE

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PROJECT (Name and address):	CHANGE ORDER NUMBER: 007	OWNER:
The Spot	DATE: 7/15/2010	ARCHITECT: ⊠
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER:	CONTRACTOR: 🖾
Fulwood Construction Co. LLC	CONTRACT DATE: 5/17/2010	
	CONTRACT FOR: General Construction	FIELD:
	Constitution of the Constitution	OTHER:
THE CONTRACT IS CHANGED AS FOLL (Include, where applicable, any undispute Relocate Ice Machine from behind the barwater line and condesation drain.	OWS: d amount attributable to previously execute two and exterior wall. Includes relocating	ed Construction Change Directives; electrical lines,
The original Contract Sum was The net change by previously authorized of The Contract Sum prior to this Change Or The Contract Sum will be increased by the The new Contract Sum including this Cha	der was is Change Order in the amount of	\$ 47,000.00 \$ 5,417.00 \$ 52,417.00 \$ 600.00 \$ 53,017.00
The Contract Time will be increased by tw The date of Substantial Completion as of t	wo (2) days. the date of this Change Order therefore is 6	2 days
Price which have been authorized by (both the Owner and Contractor, in wh Directive: The Change Order was exec	ich case a Change Order is executed to cuted verbally on the job by the owners	ecst and time have been agreed upon by esupersede the Construction Change
NOT VALID UNTIL SIGNED BY THE	ARCHITECT, CONTRACTOR AND OW	NER.
Jerry James / Richard Molenarr	Fulwood Construction Co. LLC	The Spot Sports Bar and Grill
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
4355 Burnette Place	5220 Hacks Corss Road	210 E. Commerce St.
ADDRESS	ADDRESS	ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
Jerry James		
(Typed name)	Todd Fulwood (Typed name)	Sem Witt (Typed name)
	·	
DATÉ	DATE	DATE
· ·	i.	

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PROJECT (Name and address):	CHANGE ORDER NUMBER: 008	OWNER:
The Spot	DATE: 7/19/2010	ARCHITECT: ⊠
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER:	CONTRACTOR:
Fulwood Construction Co. LLC	CONTRACT DATE: 5/17/2010	<u>-</u>
30. 250	CONTRACT FOR: General Construction	FIELD:
	Controct Port General Construction	OTHER:
THE CONTRACT IS CHANGED AS FOLL	OWS:	
(Include, where applicable, any undispute Purchase HVAC equipment to install inco	d amount attributable to previously execute mplete unit the Owner provided.	ed Construction Change Directives)
The original Contract Sum was		\$ 47,000.00
The net change by previously authorized (Change Orders	\$ 6,017.00
The Contract Sum prior to this Change Or	der was	\$ 53,017.00
The Contract Sum will be increased by the The new Contract Sum including this Cha	s Change Order in the amount of nge Order will be	\$ <u>400.00</u> \$ 53,417.00
The Contract Time will be increased by te		· · · · · · · · · · · · · · · · · · ·
	lude changes in the Contract Sum, Cor	
Price which have been authorized by (Construction Change Directive until the	eost and time have been agreed upon by
bour the Owner and Contractor, in wh	ich case a Change Order is executed to	supersede the Construction Change
Directive. The change order was execu-	ted verbally on the job by the Owners.	
NOT VALID UNTIL SIGNED BY THE	ARCHITECT, CONTRACTOR AND OW	NER.
Jerry James / Richard Molenarr	Fulwood Construction Co. LLC	The Spot Sports Bar and Grill
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
4355 Burnette Place	5220 Hacks Cross Road	210 E. Commerce St.
ADDRESS	ADDRESS	ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
Jerry James	Todd Fulwood	Sam Witt
(Typed name)	(Typed name)	(Typed name)
DATE	DATE	DATE
TO THE TAX AND ADDRESS OF THE PARTY OF THE P	PAIL	DATE



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Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 009	OWNER:
The Spot	DATE: 8/3/2010	ARCHITECT: 🔀
TO COLUMN ASSESSMENT		 .
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER:	CONTRACTOR:
Fulwood construction Co, LLC	CONTRACT DATE: 5/17/2010	FIELD: □.
	CONTRACT FOR: General Construction	OTHER:
THE CONTRACT IS CHANGED AS FOLL	OWS:	
(Include, where applicable, any undispute	ed amount attributable to previously execute	ed Construction Change Directives)
Relocate 3 compartment sink and handsin the room to make more room under the ba	k. Originally designed to be under the bar. I	It was moved across
The original Contract Sum was The net change by previously authorized (Changa Ordoro	\$ 47,000.00
The Contract Sum prior to this Change Or	der was	\$ <u>6,417.00</u> \$ 53,417.00
The Contract Sum will be increased by th	is Change Order in the amount of	\$ 400.00
The new Contract Sum including this Cha	nge Order will be	\$ 53,817.00
The Contract Time will be increased by o	ne (1) days.	
The date of Substantial Completion as of	the date of this Change Order therefore is 7.	3 days
NOTE: This Change Order does not inc	olude changes in the Contract Sum, Cor	ntract Time or Guaranteed Maximum
Price which have been authorized by (Construction Change Directive until the	cost and time have been agreed upon by
both the Owner and Contractor, in wh	ich case a Change Order is executed to	supersede the Construction Change
Directive.The change order was exec t	ited verbally on the job by the owner.	
NOT VALID UNTIL SIGNED BY THE	ARCHITECT, CONTRACTOR AND OW	NER.
Jerry James / Richard Molenarr	Fulwood Construction Co LLC	The Spot Sports Bar and Grill .
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
4355 Burnette Place	5220 hacks Cross Road	210 E. Commerce St.
ADDRESS	ADDRESS	ADDRESS
BY (\$ignature)	BY (Signature)	BY (Signature)
Jerry James	Todd Fulwood	Sam Witt
Typed name)	(Typed name)	(Typed name)
DATE	DATE	3.17
NAT &	DATE	DATE

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PROJECT (Name and address):	CHANGE ORDER NUMBER: 010		OWNER: 🗌	
The Spot	DATE: 8/5/2010		ARCHITECT: 🛛	
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER:		CONTRACTOR: 🖂	
Fulwood Construction Co. LLC	CONTRACT DATE: 5/17/2010		FIELD:	
	CONTRACT FOR: General Construction		OTHER:	
THE CONTRACT IS CHANGED AS FOLL (Include, where applicable, any undispute Purchase vent a hood material not provide	OWS: d amount attributable to previously execut d by owner. Vent a hood was incomplete,	ed Construction Change Direct Contract says install labor only	ctives) y.	
The original Contract Sum was The net change by previously authorized of The Contract Sum prior to this Change Of The Contract Sum will be increased by th The new Contract Sum including this Cha	der was is Change Order in the amount of		\$ 47,000.00 \$ 6,817.00 \$ 53,817.00 \$ 650.00 \$ 54,467.00	
The Contract Time will be increased by fi The date of Substantial Completion as of	ve (5) days. the date of this Change Order therefore is 7	78 days		
Price which have been authorized by	blude changes in the Contract Sum, Co Sonstruction Change Directive until the rich case a Change Order is executed to uted on the job by the owner.	e cost and time have been a	greed upon by	
NOT VALID UNTIL SIGNED BY THE	ARCHITECT, CONTRACTOR AND OW	WER.		
Jerry James / Richar Molenarr ARCHITECT (Firm name)	Fulwood onstruction Co. LLC CONTRACTOR (Firm name)	The Spot Sports Bar a OWNER (Firm name)	and Grill	
4353 Burnette Place	5220 Hacks Cross Road	210 E. Commerce St.	210 E. Commerce St.	
ADDRESS	ADDRESS	ADDRESS		
BY (Signature)	BY (Signature)	BY (Signature)	BY (Signature)	
Jerry James	Todd Fulwood	Sam Witt		
(Typed name)	(Typed name)	(Typed name)		
DATE	DATE	DATE	· · · · · · · · · · · · · · · · · · ·	

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Cha	nge	Or	der

PROJECT (Name and address):	CHANGE ORDER NUMBER: 011		OWNER:
The Spot	DATE: 8/6/2010	ARC	HITECT: 🖂
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER:		ACTOR:
Fulwood Construction Co. LLC		SORTI	
Fulwood Construction Co. ELC	CONTRACT DATE: 5/17/2010		FIELD: 🔲
	CONTRACT FOR: General Construction		OTHER:
THE CONTRACT IS CHANGED AS FOLL (Include, where applicable, any undispute	d amount attributable to previously executed	d Construction Change Directives)	
Add Prep Cooler in center of kitchen which	th was not on intial plans. Inleudes electrical	I wiring of cooler.	
The original Contract Sum was		\$	47,000.00
The net change by previously authorized (\$	7,467.00
The Contract Sum prior to this Change Or		\$	54,467.00
The Contract Sum will be increased by the		\$	428.00
The new Contract Sum including this Cha		• · · · · · · · · · · · · · · · · · · ·	54,895.00
The Contract Time will be increased by of The date of Substantial Completion as of the	ne (1) days. the date of this Change Order therefore is 74	l days	
Price which have been authorized by (blude changes in the Contract Sum, Con Construction Change Directive until the ich case a Change Order is executed to led on the job by the Owners.	cost and time have been agreed up	pon by
NOT VALID UNTIL SIGNED BY THE	ARCHITECT, CONTRACTOR AND OWN	NER.	
Jerry James / Richard Molenarr	Fulwood Construction Co. LLC	The Spot Sports Bar and Grill	
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)	· · · · · · · · · · · · · · · · · · ·
4355 Burnette Place	5220 Hacks Cross Road	210 E./ Commerce St.	
ADDRESS	ADDRESS	ADDRESS	
		T.D.D.T. (III O	
BY (Signature)	BY (Signature)	BY (Signature)	<u>-</u>
Jerry James	Todd Fulwood	Sam Witt	
(Typed name)	(Typed name)	(Typed name)	
DATE	DATE	DATE	

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PROJECT (Name and address):	CHANGE ORDER NUMBER: 012		OWNER:
The Spot	DATE: 8/4/2010	•	ARCHITECT:
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER:		CONTRACTOR:
Fulwood Construction Co. LLC	CONTRACT DATE: 5/17/2010	•	FIELD:
	CONTRACT FOR: General Construction		
		·, ,	OTHER:
THE CONTRACT IS CHANGED AS FOLL	OWS-		
(Include, where applicable, any undispute Provide material only to build small stage	d amount attributable to previously executed in front of main stage. Owner used metal stu	Construction Change Dir ds left over from job	'ectives)
that were to be returned for credit to the C	ontractor.	,	
The original Contract Sum was			\$ 47,000.00
The net change by previously authorized (Change Orders		\$ 7,895.00
The Contract Sum prior to this Change Or			\$ 54,895.00
The Contract Sum will be increased by thi			\$ 75.00
The new Contract Sum including this Cha	-		\$ 54,970.00
The Contract Time will be increased by Z The date of Substantial Completion as of the contract	ero (0) days. the date of this Change Order therefore is 78	days	
Price which have been authorized by (both the Owner and Contractor, in wh	clude changes in the Contract Sum, Cont Construction Change Directive until the c ich case a Change Order is executed to s uted verbally on the job by the Owners.	cost and time have been	agreed-upon by
NOT VALID UNTIL SIGNED BY THE	ARCHITECT, CONTRACTOR AND OWN	ER.	
Jerry James / Richard Molenarr	Fulwood Construction Co. LLC	The Spots Sports Ba	ar nad Grill
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name	ej
4355 Burnette Place	5220 hacks Cross Road	210 E. Commerce S	St.
ADDRESS	ADDRESS	ADDRESS	
BY (Signature)	BY (Signature)	BY (Signature)	
Jerry James	Todd Fulwood	Sam Witt	
(Typęd name)	(Typed name)	(Typed name)	· ·
DATE	DATE	DATE	
+ -			



PROJECT (Name and address): CHANGE ORDER NUMBER: 013	OWNER:
The Spot DATE: 8/9/2010	CHITECT: 🛛
	RACTOR:
TO CONTRACTOR (Name and address): ARCHITECT'S PROJECT NUMBER: CONT Fulwood onstruction co. LLC CONTRACT DATE: 5/17/2010	
CONTRACT DATE: 5/17/2010 CONTRACT FOR: General Construction	FIELD: 🗌
CONTRACT FOR: General Construction	OTHER:
THE CONTRACT IS CHANGED AS FOLLOWS:	
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives) Purchase Door Hardware (two sets).	
The original Contract Sum was \$	47,000.00
The net change by previously authorized Change Orders	7,970.00
The Contract Sum prior to this Change Order was The Contract Sum will be increased by this Change Order was	54,970.00
The Contract Sum will be increased by this Change Order in the amount of The new Contract Sum including this Change Order will be	55,080.00
The Contract Time will be increased by three (3) days.	20,000.00
The date of Substantial Completion as of the date of this Change Order therefore is 81 days	
NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maxin	-1123
Price which have been authorized by Construction Change Directive until the cost and time have been agreed a	mon by
both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Chan	120.7 0)
Directive: The change order is to replace stolen door hardware. Contractor did not have complete control of ea	ress /
degress into the job. Owner hired some of the labor himself therefore Contractor is not responsible for stolen pr	operty.
NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.	•
	11
Fulwood Construction The Spot Sports Bar and Grid ARCHITECT (Firm name) CONTRACTOR (Firm name) OWNER (Firm name)	<u> </u>
4355 Burnette Place 5220 Hacks Cross Road 210 E. Commerce St.	
ADDRESS ADDRESS ADDRESS ADDRESS	
BY (Signature) BY (Signature) BY (Signature)	
Jerry James Todd Fulwood Sam Witt	
(Typed name) (Typed name) (Typed name)	
DATE DATE DATE	



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r ROSECT (Name and address):	CHANGE ORDER NUMBER: 014	OWNER:
The Spot	DATE: 8/12/2010	ARCHITECT: ⊠
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER:	CONTRACTOR:
Fulwood Construction Co. LLC	CONTRACT DATE: 5/17/2010	FIELD:
	CONTRACT FOR: General Construction	OTHER:
THE CONTRACT IS CHANGED AS FOLL (Include, where applicable, any undispute Stain all the floors except the kitchen, wal	OWS: d amount attributable to previously execute k in cooler room and employee area behing	ed Construction Change Directives)
The original Contract Sum was		\$ 47.000.00
The net change by previously authorized (Change Orders	\$ 8,080.00
The Contract Sum prior to this Change Or	der was	\$ 55,080.00
The Contract Sum will be increased by the The new Contract Sum including this Cha	is Change Order in the amount of	\$ 2,400.00
		\$ 57,480.00
The Contract Time will be increased by s		
The Both of Guodiantial Continuous at the	the date of this Change Order therefore is 8	7 days
NOTE: This Change Order does not inc	elude changes in the Contract Sum, Co	ntract Time or Guaranteed Maximum
Price which have been authorized by	Construction Change Directive until the	cost and time have been agreed upon by
both the Owner and Contractor, in wh	ich case a Change Order is exceuted to	supersede the Construction-Change
Directive. The change order was execu	ited on the job by the owner.	
NOT VALID UNTIL SIGNED BY THE	ARCHITECT, CONTRACTOR AND OW	NER.
	•	
Jerry James / Richard Molenart	Fulwood Construction Co. LLC	The Spot Sports Bar and Grill
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
4355 Burnette Place	5220 Hacks Cross Road	210 E. Commerce St.
ADDRESS	ADDRESS	ADDRESS
	·	·
BY (Signature)	BY (Signature)	BY (Signature)
Jerry James	Todd Fulwood	Sam Witt
(Typed name)	(Typed name)	(Typed name)
DATE		
DATE	DATE	DATE



PROJECT (Name and address):	CHANGE ORDER NUMBER: 015	OWNER: 🗌
The Spot	DATE: 8/12/2010	ARCHITECT: ⊠
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER:	CONTRACTOR: 🛛
Fulwood Construction Co. LLC	CONTRACT DATE: 5/17/2010	FIELD: □
	CONTRACT FOR: General Construction	OTHER:
THE CONTRACT IS CHANGED AS FOLL (Include, where applicable, any undispute Patch Drywall from damage done by own	ed amount attributable to previously executed	d Construction Change Directives;
The original Contract Sum was		\$ 47,000.00
The net change by previously authorized		\$ 10,480.00
The Contract Sum prior to this Change Or		\$ 57,480.00
The Contract Sum will be increased by th The new Contract Sum including this Cha	\$ <u>100.00</u> \$ 57.580.00	
<u> </u>	- -	
The Contract Time will be increased by 2 The date of Substantial Completion as of	ero (u) days. the date of this Change Order therefore is 87	days
Price which have been authorized by the both the Owner and Contractor, in which the Owner and Contractor, in which is the owner and Contractor.	nich ease a Change Order is executed to	cost and time have been agreed upon by supersede the Construction Change
	lamage done to the sheetrock wall at the	entry door to the kitchen by the owners
hired workers.		
NOT VALID UNTIL SIGNED BY THE	ARCHITECT, CONTRACTOR AND OWN	NER.
Jerry James / Richard Molenarr	Fulwood Construction Co LLC	The Spot Sports Bar and Grill
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
4355 Burnette Place	5220 Hacks Cross	210 E. Commerce St.
ADDRESS	ADDRESS	ADDRESS
m. 1		
BY (Signature)	BY (Signature)	BY (Signature)
Jerry James	Todd Fulwood	Sam Witt
(Typed name)	(Typed name)	(Typed name)
DATE	DATE	DATE



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PROJECT (Name and address):	CHANGE ORDER NUMBER: 016		OWNER:
The Spot	DATE: 7/10/2010		ARCHITECT:
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER:		CONTRACTOR:
Fulwood Construction Co. LLC	CONTRACT DATE: 5/17/2010		FIELD:
	CONTRACT FOR: General Construction		OTHER:
THE CONTRACT IS CHANGED AS FOLL (Include, where applicable, any undispute Change A/C duct from square duct to Spir	OWS: d amount attributable to previously execute al Duct. Install mechanical room not on the	d Construction Change Dire	ctives)
The original Contract Sum was The net change by previously authorized of The Contract Sum prior to this Change Or The Contract Sum will be increased by thi The new Contract Sum including this Cha	der was s Change Order in the amount of		\$ 47.000.00 \$ 10.580.00 \$ 57.580.00 \$ 0.00 \$ 57,580.00
The Contract Time will be increased by te The date of Substantial Completion as of t	π (10) days. he date of this Change Order therefore is 9.	7	
Price which have been authorized by C both the Owner and Contractor, in wh	hude changes in the Contract Sum, Conconstruction Change Directive until the ich case a Change Order is executed to the job by the owner. This change order ceiling on the kitchen.	cost and time have been a supersede the Construction	greed upon by on Change
NOT VALID UNTIL SIGNED BY THE	ARCHITECT, CONTRACTOR AND OW	NER.	
Jerry James / Richard Molenarr ARCHITECT (Firm name)	Fulwood Construction Co. LLC CONTRACTOR (Firm name)	Sam Witt / Danielle I OWNER (Firm name)	
4355 Burnette ADDRESS	5220 Hacks Cross Road ADDRESS	210 E Commerece St ADDRESS	:
BY (Signature)	BY (Signature)	BY (Signature)	· · · · · · · · · · · · · · · · · · ·
(Typed name)	(Typed name)	(Typed name)	
DATE	DATE	DATE	